

Information Systems Advisory Body



CHAIRMAN
Michael P. Judge
Public Defender

CHAIR PRO TEM
John Ruegg
Director, ISAB

ISAB

John Ruegg
Director
(562) 403-6501

Felix Basadre
Assistant Director
(562) 403-6505

Ali Farahani
Director, Integration Services
(562) 403-6513

Marcus Leon
Director, Project Development
(562) 403-6527

Noble B. Kennamer, Jr.
Legal Director
(562) 403-6650

12750 Center Court Drive
Suite 500
Cerritos, CA 90703

MEMBERS

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Sheriff
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Charles Beck
Chief of Police, City of Los Angeles

April 6, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AMENDMENT TO EXTEND THE TERM OF THE AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND CAPITA TECHNOLOGIES, INC. FOR THE UPGRADE OF THE CONSOLIDATED CRIMINAL HISTORY REPORTING SYSTEM (ALL DISTRICTS) (3-VOTES)

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH
MODIFICATION () DISAPPROVE ()**

SUBJECT:

On June 10, 2008, following your Board's approval, the County of Los Angeles (County) on behalf of Information Systems Advisory Body (ISAB) and Capita Technologies Inc. (Capita) entered into an agreement (Agreement) for the upgrade and technical support of the Consolidated Criminal History Reporting System (CCHRS). The purpose of the proposed Amendment Number One is to extend the term of the Agreement for two (2) years.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the attached Amendment to the existing Agreement with Capita, effective upon Board approval, for extending the period of performance for two (2) additional years beyond the expiration date of June 9, 2010 for as-needed technical services without increasing the County's maximum obligation of \$773,500 allocated for the entire term of the Agreement.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#10 APRIL 6, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

CCHRS provides criminal history records for defendants processed within the County justice community. The application handles approximately 180,000 subject query transactions per month and prints 105,000 Record of Arrest and Prosecution sheet reports per month. CCHRS is a data warehouse with inputs received from multiple criminal justice systems via a message broker application called PIX. The current systems delivering data to CCHRS include Trial Court Information System (TCIS), Juvenile Automated Index (JAI), Automated Jail Information System (AJIS), Prosecutor Information Management System (PIMS) and State of California Adult Criminal History System (ACHS).

Capita successfully completed the upgrade of the system in May of 2009 under the terms and conditions of the Agreement. The Agreement also included an allocation of up to \$200,000 as pool dollars for optional services to be performed by Capita upon County's request.

This extension Amendment will allow ISAB to continue to utilize Capita's technical services for further minor system upgrades and support on as needed basis without increasing the existing maximum contract sum under the Agreement. In addition to extending the term of the Agreement, Amendment Number One shall also update the terms of the Agreement by adding the Defaulted Property Tax Reduction Program provision that became required by the Board following the effective date of the Agreement.

Implementation of Strategic Plan Goals:

The recommended Board action is consistent with the County's Strategic Plan Goal 3, Organizational Effectiveness, which is to ensure that service delivery systems are efficient, effective and goal-oriented, and Goal 4, Fiscal Responsibility, which is to strengthen the County's fiscal capacity.

FISCAL IMPACT/FINANCING:

This Amendment is for extending the term of the existing Agreement only. There is no financial impact or additional County obligation beyond the existing Agreement maximum contract sum of \$773,500. The hourly rate for services provided under this Agreement is very competitive. This rate will not be increased during the term of this Amendment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In addition to all the latest Board required and policy driven provisions, including Consideration of GAIN/GROW Program Participants of Employment, Compliance with Jury Service Program, Safely Surrendered Baby Law, the County's Quality Assurance Plan, Assignment and Delegation, the County's Child Support Compliance Program and Budget Reductions, Amendment Number One will update the Agreement by adding the Defaulted Property Tax Reduction Program provision. The Agreement already contains certain information technology provisions to protect the County in the event of Capita's deficient performance and/or breach of warranties, including warranties, intellectual property indemnification and deliverable payment withholds.

The County's Chief Information Officer (CIO) has reviewed and approved this Amendment Number One. In compliance with the CIO's guidelines, ISAB will utilize the Information Technology Tracking System (ITTS) to monitor the project status and contractor's performance. County Counsel has reviewed this Amendment and approved it as to form.

CONTRACTING PROCESS:

The Board approved the original agreement on June 10, 2008. The proposed Amendment Number One will extend the term of the Agreement for two (2) additional years through June 9, 2012 without increasing the maximum contract sum and to update the Agreement by adding the most recent County required provisions. No other terms or conditions of the original agreement are being modified.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

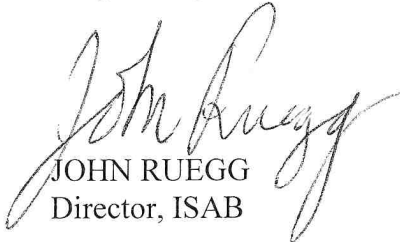
This Agreement will support the current level of services and allow ISAB to continue to successfully upgrade and maintain CCHRS and ensure its availability to the County's criminal justice enterprise.

Honorable Board of Supervisors
April 6, 2010
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CONCLUSION:

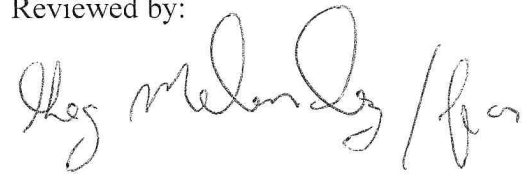
Upon approval by your Board, the Executive Officer-Clerk of the Board of Supervisors is requested to return three (3) original signed copies of the Amendment and two (2) adopted stamped Board letters to: Information Systems Advisory Body, 12750 Center Court Drive Suite 500, Cerritos, CA 90703, Attention: Felix Basadre, Assistant Director.

Respectfully submitted,



JOHN RUEGG
Director, ISAB

Reviewed by:



RICHARD SANCHEZ
Chief Information Officer

JR:FB:fb

Attachments

c: Auditor-Controller
Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**AMENDMENT NUMBER ONE
TO
AGREEMENT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
CAPITA TECHNOLOGIES, INC.
FOR
CCHRS UPGRADE**

This Amendment Number One is entered into this 6th day of APRIL, 2010 by and between the County of Los Angeles (hereinafter "County") on behalf of Information Systems Advisory Body (hereinafter "ISAB") and Capita Technologies, Inc. (hereinafter "Contractor").

RECITALS

WHEREAS, on June 10, 2008, County and Contractor entered into an agreement (hereinafter "Agreement") for the upgrade and technical support of the Consolidated Criminal History Reporting System (hereinafter "CCHRS" or "System"); and

WHEREAS, Contractor has completed to the satisfaction of County the System upgrade and currently provides System technical support as requested by County using Pool Dollars allocated for the term of the Agreement; and

WHEREAS, the Agreement shall expire on June 9, 2010; and

WHEREAS, County and Contractor desire to amend the Agreement to extend its term for two (2) additional years without increasing the maximum Contract Sum or the allocation of Pool Dollars for the entire term of the Agreement in order to enable County to engage Contractor for the provision of System technical support on as needed basis as requested by County using Pool Dollars; and

WHEREAS, Paragraph 4 (Change Notices and Amendments) of the body of the above referenced Agreement provides that for any change requested by County which affects the term of the Agreement, a negotiated written Amendment to the Agreement shall be prepared and executed by each of County's Board of Supervisors and Contractor's authorized representative.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, County and Contractor agree as follows:

1. The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
2. Paragraph 7 (Term) of the body of the Agreement is deleted in its entirety and replaced with revised Paragraph 7.2 amended to read as follows:

7. TERM

The term of this Agreement shall commence upon the Effective Date and shall expire two (2) years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter "Initial Term"). At the end of the Initial Term, this Agreement may be extended, at County's sole option, for

two (2) more years (hereinafter "Extended Term") by duly executing a negotiated written Amendment in accordance with Paragraph 4 (Change Notices and Amendments) of the body of this Agreement prior to the expiration of the Initial Term.

As used throughout this Agreement, the word "term" shall include the Initial Term and the Extended Term, if any, to the extent that County exercises its extension option pursuant to this Paragraph 7.

Contractor shall notify County when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Contact Administrator at the address provided in Section I (County's Key Personnel) of Exhibit D (Administration of Agreement).

3. Paragraph 78 (Defaulted Property Tax Reduction Program) is added to the body of the Agreement to read as follows:

78. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

78.1 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses who benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

78.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 78.1 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

4. Except as provided in this Amendment Number One, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, Contractor has executed this Amendment Number One, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment to be executed the day, month and year first above written.

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Amn Bphana*
Deputy



ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By *Amn Bphana*
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
COUNTY COUNSEL

By *Victoria Mansourian*
VICTORIA MANSOURIAN
Deputy County Counsel

COUNTY OF LOS ANGELES:

By *Gloria Molina*
Chair, Board of Supervisors

CONTRACTOR – CAPITAL TECHNOLOGIES, INC.

By *Charles Garville*
Signature

Charles Garville
Print Name

Title CEO
(AFFIX CORPORATE SEAL HERE)

77263

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 · APR 06 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

CIO ANALYSIS

AMENDMENT TO EXTEND THE TERM OF THE AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND CAPITA TECHNOLOGIES, INC. FOR THE UPGRADE OF THE CONSOLIDATED CRIMINAL HISTORY REPORTING SYSTEM

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 1 Yr. # of Option Yrs: 2

Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: John Ruegg, Director, ISAB

Budget Information :

Y-T-D Contract Expenditures	\$ 553,500
Requested Contract Amount	\$ 0
Aggregate Contract Amount	\$ 773,500

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved? Yes. CHRS summarizes and consolidates information from the Trial Court Information System (TCIS), Juvenile Automated Index (JAI), Automated Jail Information System (AJIS) and the State of California Adult Criminal History System (ACHS).

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan? This agreement provides victim notification service in support of the County's Strategic Goal 3 – Organizational Effectiveness and Goal 4 – Fiscal Responsibility.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan? CIO has requested ISAB to add this Agreement to the IT Contracts in their FY 2010-11 BAP.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Strategic Directions Document? CCHRS utilizes a web-based user interface and a relational database that are consistent with the IT Strategic Directions Document.

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards? CCHRS will be updated to the AIX operating platform and the Oracle database, both of which are preferred County IT standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

This is an Amendment to a sole source Agreement for consulting services to perform an upgrade of the Consolidated Criminal History Reporting System (CCHRS) to a more robust operating environment and a support version of the database. The objective of this amendment is to extend the term of the Agreement for two years. The cost of the Agreement remains unchanged.

Background:

CCHRS provides criminal history reports to law enforcement agencies, Probation Department, Court Clerks, judges and prosecutors. It processes approximately 180,000 queries and prints 105,000 arrest records monthly. The Board approved a sole source contract with Capita, Inc., the original implementers of CCHRS, on June 10, 2008 to perform an upgrade of CCHRS to an operating environment that is consistent with the County's Strategic Direction and a current version of the Oracle database. The upgrade was completed in May 2009.

Project Justification/Benefits:

This amendment will allow ISAB to continue to utilize technical services from Capita to perform minor system upgrade and support on as needed basis (funded by remaining \$200,000 pool dollars), as prescribed by the Agreement. This Amendment will also add the County's Defaulted Property Tax Reduction Program requirement to the terms of the Agreement.

Project Metrics:

The Statement of Work for the Agreement clearly identifies the scope of work that can be performed.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

Given that the upgrade has been successfully completed, there is minimal impact if this Amendment is not approved. However, the technical services to be provided under the Amendment, would ensure that ISAB has the technical resources for minor upgrades and technical support for a mission critical system.

Alternatives Considered:

Not applicable.

Project Risks:

No project risks are identified at this time.

Risk Mitigation Measures:

The following mitigation measures have been established in the Agreement and the Statement of Work:

- This is a fixed-price, deliverables based contract with a 10% holdback for each deliverable, payable only upon final acceptance.
- Acceptance criteria have been clearly defined for each deliverable.
- Contractor will be required to provide Certificates of Readiness upon successful completion of the upgrade in the Development, Test and Production environments to certify that the upgraded application is performing as intended.

Financial Analysis:

The total amount of this Agreement is \$773,500, of which \$200,000 is allocated as pool funds for optional services to be performed by Capita upon County's request. ISAB has budgeted the contract amount Fiscal Year 2009-10 Adopted Budget and plans to roll remaining funds to Fiscal Year 2010-11.

CIO Concerns:

None.

CIO Recommendations:

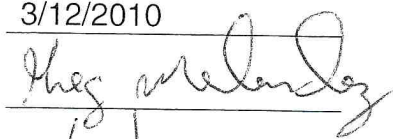
My Office supports this action and recommends approval by the Board.

CIO APPROVAL

Date Received: 3/11/2010

Prepared by: Peter Loo

Date: 3/12/2010

Approved: 

Date: 3/17/2010